

**Recording Requested By and
When Recorded Return to:**

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Attn: Legal Counsel: **EXAMPLE DOCUMENT**

EXEMPT FROM RECORDING FEES -- GOVERNMENT CODE SECTION 6103

**AGREEMENT PROTECTING THE PUBLIC INTEREST
IN CERTAIN IMPROVEMENTS**

This agreement is entered into by the California State Coastal Conservancy (“the Conservancy”), the [[OTHER PARTIES IF ACCPLICABLE]], a state / or local agency, the Land Trust of Santa Donna County (“Land Trust”), a California nonprofit corporation, and John ("Landowner"). The purposes of this agreement are: (1) to protect the public interest in construction of improvements accomplished with Conservancy funds, as required by California Public Resources Code § 31116(c), and (2) to assure continued access to and maintenance of the improvements to protect the public interest therein.

PERTINENT FACTS

- A. California Public Resources Code §31116 authorizes the Conservancy to award grants to nonprofit organizations for the purposes of Division 21 of the California Public Resources Code.
- B. The Land Trust is a California nonprofit organization exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code which has among its principal purposes the long-term protection, restoration and stewardship of natural resources on the willowy banks of the Santa Donna Hidalgo River (“River”).
- C. The Landowner owns certain real property (“the property”), located in Santa Donna Ronda County, California and described in Exhibit A, which is incorporated by reference and attached.
- D. On February 30, 20XX, the Conservancy authorized a grant to the Land Trust, subsequently awarded under Grant Agreement No. 0X-XXX to implement enhancement projects and erosion control on the River. The project consists of a robe bridge and zip line, planting at least 25 baffled willows and approximately 2,000 naive trees and shrubs, in conjunction with other

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actions to stabilize the riverbank and floodplain terrace in order to increase habitat diversity for the endangered southern hard-headed salmon, California skinny-legged frog and other fish and wildlife species.

- E. California Public Resources Code § 31116(c) requires that the Conservancy execute an agreement sufficient to protect the public interest in any improvements or development constructed under its grant; this agreement must be recorded in the county in which the real property is located.
- F. The grant referred to above was conditioned on the nonprofit organization and the Conservancy executing and recording an agreement to protect the public interest in all improvements or developments constructed with Conservancy funds, as required by Public Resources Code § 31116(c).
- G. The Landowner and the Land Trust have agreed to provide adequate services to maintain the improvements to function efficiently through the period of this agreement.

THE LAND TRUST, THE LANDOWNER, THE CDFG, THE CCC AND THE CONSERVANCY AGREE AS FOLLOWS, in order to carry out the purposes of Public Resources Code § 31116(c), and in light of the Pertinent Facts, above:

- 1. **DURATION**. The term of this agreement shall be twenty years from the date of this agreement.
- 2. **PROPERTY ACCESS**. The Landowner shall provide land-based access to the project site to accomplish the purposes of this agreement. Following construction, the landowner will allow motorized, land-based access to the project site to the Land Trust, and the Conservancy throughout the duration of this agreement. The Landowner will be given at least 24 hours' verbal notice of the need to access the project site.
- 3. **EMERGENCY RESTRICTIONS**. The Landowner may, subject to its agreement with the Land Trust, restrict or deny access to the property if an emergency exists which threatens public health and safety or the natural resources of the property. In that event, all reasonable measures shall be taken to remedy the emergency conditions and restore the right of access.
- 4. **CONSTRUCTION AND MAINTENANCE**. The parties agree that [SOMEONE!] will provide post-implementation monitoring for effectiveness of the design as well asfor up to 20 years. provide annual monitoring reports offor up to X, if rendered necessary....
[[[Details here if necessary]]]
- 5. **IMPLEMENTATION**. The Land Trust shall implement site improvements on the property in accordance with Grant Agreement No. XX-XXX.

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6. **COVENANTS RUNNING WITH THE LAND.** The obligations of this agreement are agreed to be covenants running with the land within the meaning of California Civil Code § 1468. The covenants shall run with the property and be binding upon and inure to the benefit of the nonprofit organization, its assigns and successors in interest, and the people of the State of California for **10/15/20/25 years** from the date of this agreement.
7. **INSPECTION.** The Landowner shall permit the Conservancy, its agents or employees, to visit the project site at reasonable intervals to determine whether the project is implemented and maintained in accordance with this agreement. The Landowner will be given at least 24-hours' verbal notice of the need to access the project site.
8. **THE LANDOWNER'S USE OF THE PROPERTY.** The Landowner reserves the right to use the property in any manner, provided that its use does not unreasonably interfere with the XYZ organization's rights under this agreement.
9. **LIABILITY.** The Land Trust and the Landowner shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence of the Conservancy, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in California Civil Code Section 2778. The Land Trust and the Landowner waive any and all rights to any type of express or implied indemnity or right of contribution from the Conservancy, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the property and improvements on it.
10. **SUCCESSORS TO THE LAND TRUST.** If, for any reason, including, but not limited to the dissolution and winding up of the Land Trust, the Land Trust is unwilling or unable to meet its obligations under this agreement, the Executive Officer of the Conservancy shall have the right to designate a public entity or nonprofit corporation to assume the responsibilities of the Land Trust under this agreement.
11. **SUCCESSORS IN INTEREST.** The terms of this agreement shall be binding on all successors and assigns of the parties to this agreement.
12. **FORBEARANCE NOT A WAIVER.** Any forbearance on the part of the Conservancy, or its successor in interest, to enforce the terms and provisions of this agreement in the event of a breach shall not be deemed a waiver of the Conservancy's right regarding any subsequent violation or breach.
13. **SEVERABILITY.** If any of the provisions of this agreement are found by a court of law to be of no force or effect, the validity of all other provisions shall be unaffected.

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14. **NOTICES.** Notices issued pursuant to this agreement shall be sent to the following addresses (or to a subsequent address of which notice has been provided in writing), except as provided in this agreement with respect to verbal requests for access to the property):

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612
Attention: Central Coast Program Manager

[[[list other parties here if applicable]]]

Land Trust for Santa Donna Ronda County
PO Box 91830
Ocean-by-the Sea, CA 93145
Attention: I.M Sousikovit, Conservation Projects Director

Rusty Knael
Landowner, Rancho La Sala de Vina
[business address]
PO Box XXX
93117

[alternate/expedited address]
c/o XXXXX

Telephone: (805) XXX-XXXX (home)
(805) XXX-XXXX (cell)
Fax: (805) XXX-XXXX

15. **RECORDATION.** This agreement shall be recorded in the official records of the County of Santa Donna Ronda.

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16. **LOCUS OF CONTRACT.** This agreement is entered into in the County of Alameda, California.

STATE COASTAL CONSERVANCY

Samuel Schuchat
Executive Officer
State Coastal Conservancy

Date

LAND TRUST FOR SANTA DONNA RONDA COUNTY

Justin Thyme
Executive Director
Land Trust for Santa Donna Ronda County

Date

LANDOWNER

NAME AND TITLE

[[[OTHERS AS APPLICABLE]]]

NAME AND TITLE

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EXHIBIT A

The Property

[[[Copy of legal description insert here]]]